

STATE OF MICHIGAN  
COURT OF APPEALS

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PAUL E. MASHNI and ROGER HORN,

Plaintiffs-Appellants,

v

FIRST FEDERAL OF MICHIGAN, d/b/a  
CHARTER ONE BANK FSB,

Defendant-Appellee.

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UNPUBLISHED

October 30, 2001

No. 223614

Wayne Circuit Court

LC No. 98-833778-CK

Before: Whitbeck, P.J., and Neff and Hoekstra, JJ.

PER CURIAM.

Plaintiffs appeal as of right from the circuit court's order granting defendant's motion for summary disposition of their claims for breach of contract, promissory estoppel, and tortious interference with contract. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

An objective review of the overall mortgage contract shows that it was designed primarily for the benefit of defendant and PJPA Limited Partnership and was not intended to benefit plaintiffs. The mortgage assumption clause relied upon by plaintiffs was clearly designed to benefit PJPA by enabling it to sell the mortgaged property without unreasonable interference from defendant bank. The fact that a potential purchaser of the property might also benefit from this clause is merely incidental. Plaintiffs were not third-party beneficiaries to the assumption clause of the mortgage contract between defendant and PJPA and so cannot sue for breach of contract based on the language of that clause. MCL 600.1405(1); *Kammer Asphalt Paving Co, Inc v East China Twp Schools*, 443 Mich 176, 189-190; 504 NW2d 635 (1993).

The circuit court did not err by granting defendant summary disposition of plaintiffs' promissory estoppel claim. Plaintiffs have neither shown nor alleged any definite, clear promises made by defendant's agents that would reasonably have been expected to induce substantial and definite action by plaintiffs. *Novak v Nationwide Mut Ins Co*, 235 Mich App 675, 686-687; 599 NW2d 546 (1999); *Schmidt v Bretzlaff*, 208 Mich App 376, 378-379; 528 NW2d 760 (1995). In addition, a party may not bring an action against a financial institution to enforce an oral "promise or commitment to lend money, grant or extend credit, or make any other financial accommodation." MCL 566.132(2); *Crown Technology Park v D & N Bank, FSB*, 242 Mich App 538, 549-550; 619 NW2d 66 (2000).

The circuit court did not err by dismissing plaintiffs' claim for tortious interference with a contract or business expectation. A party whose consent is necessary to the completion of a contract does not commit tortious interference with the contract by withholding consent. *Pung v General Motors Corp*, 226 Mich App 384, 388; 573 NW2d 80 (1997).

Affirmed.

/s/ William C. Whitbeck

/s/ Janet T. Neff

/s/ Joel P. Hoekstra